

**AMENDMENT #1 TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT AND SOFTWARE  
MAINTENANCE AGREEMENT**

**COLLIN COUNTY, TEXAS**  
("Customer")

and

**SUNGARD PUBLIC SECTOR INC.**  
("SunGard Public Sector")

This Amendment (the "Amendment") amends the parties' Software License and Services Agreement and Software Maintenance Agreement with an Execution Date of December 15, 2010 (collectively, the "Agreements") expressly as provided for in this Amendment.

The Execution Date of this Amendment is the latest date shown on the signature page of this Amendment.

Customer and SunGard Public Sector, intending to be legally bound, agree as follows:

1. Defined Terms. Except as otherwise set forth herein, each defined term in the Agreements has the meaning ascribed to that term in the Agreements when the term is used in this Amendment.
2. Amendment to and Modification of the Agreements.

The Agreements are amended and modified as follows:

- (a) The following Component Systems have been added to the Agreements:

**COMPONENT SYSTEMS**

	Product Code(s)	License Fees	License Fee Discount	Net License Fees	Annual Support Initial Payment Amount (2nd Year)
<b><i>Community Development, Suite</i></b>					
ONESolution Code Compliance	OS-CCMP	17,100.00	0.00	\$ 17,100.00	2,740.00
<b><i>GovNOW, Suite</i></b>					
ONESolution GovNow CC	OS-K0	3,738.00	0.00	3,738.00	600.00
ONESolution GovNow Core	OS-K1	10,990.00	0.00	10,990.00	2,200.00
ONESolution GovNow BP	OS-K3	4,600.00	0.00	4,600.00	740.00
<b>TOTAL LICENSE FEES</b>		<b>\$ 36,428.00</b>	<b>\$ -</b>	<b>\$ 36,428.00</b>	<b>\$ 6,280.00</b>

**CONTRACT YEAR:** The initial Contract Year for the products listed above begins on the Execution Date and ends one year thereafter. Each subsequent Contract Year begins on the anniversary of the Execution Date (the "Anniversary Date").

Improvements for the initial Contract Year are provided at no charge. The "Initial Payment Amount" in the table above represents the Improvements fee for the second Contract Year, and is payable only if Customer elects to extend the term of the Agreement through the second Contract Year, as provided for in Section 5, Term.

Improvement fees will be invoiced on the Anniversary Date and payment will be made in accordance with V.T.C.A. Government Code, Chapter 2251. Improvement fees for any Contract Year subsequent to the second full Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

<b>Component Systems</b>	<b>Product Code(s)</b>	<b>License Fees</b>	<b>License Fee Discount</b>	<b>Net License Fees</b>	<b>Annual Support Initial Payment Amount</b>
<b>Common, Suite</b>					
ONESolution Cash Receipts	OS-CRCPT	\$ 8,800.00	\$ (8,800.00)	0.00	\$ 1,410.00
ONESolution Land Management	OS-LAND	11,400.00	(11,400.00)	0.00	1,820.00
<b>Community Development, Suite</b>					
ONESolution Permits	OS-BPMT	34,200.00	(34,200.00)	0.00	5,470.00
<b>TOTAL LICENSE FEES</b>		<b>\$ 43,000.00</b>	<b>\$ (43,000.00)</b>	<b>\$ -</b>	<b>\$ 6,880.00</b>

For the products listed above, the initial Contract Year begins on the Execution Date and ends on September 30<sup>th</sup> of each year.. Each subsequent Contract Year begins on October 1<sup>st</sup> of each year.

The "Initial Payment Amount" in the table above represents the Improvements fee for the initial Contract Year. Improvement fees for the initial Contract Year will be invoiced on the Execution date and payment will be made in accordance with V.T.C.A. Government Code, Chapter 2251. Improvement fees for any Contract Year subsequent to the initial Contract Year are subject to change and will be specified by SunGard Public Sector in an annual invoice.

Customer and SunGard Public Sector are parties to a separate written agreement ("Legacy Agreement") under which SunGard Public Sector is providing Customer with maintenance and support services for SunGard Public Sector's HTE brand software system ("Legacy Software"). SunGard Public Sector will continue to provide Customer with maintenance and support services for the Legacy Software in accordance with the terms of and for the fees specified in the Legacy Agreement through September 30, 2013 (the "Current Legacy Period"). Customer's maintenance subscription for the Legacy Software will not renew under the Legacy Agreement for any period after the expiration of the Current Legacy Period.

If, during the time in question, Customer is paying for and receiving Improvements for the Baseline Component Systems identified above under this Agreement, then, at the expiration of the Current Legacy Period, SunGard Public Sector will also provide Customer with Defect corrections and avoidance procedures (but not with New Releases of and Enhancements) for the Legacy Software pursuant to this Agreement, at no additional fee, until the earlier of: (a) three (3) years following the expiration of the Current Legacy Period; or (b) the date that Customer begins using all of the Component Systems identified in the table above in a production mode.

<b>Legacy Software</b>			
NAVI-Building Permits	CS-BP		\$ 4,191.20

Applications that will continue to be supported under the H.T.E agreement NAVI-WorkOrder/Fac Mgmt. and NAVI-Fleet Management applications constitute the Naviline applications to be superseded by the ONESolution Work Management applications once generally available according to the terms of the perpetual license agreement to be executed by Customer (including provisions for the discontinuation of support charges for the aforesaid Naviline applications).

<b>Remaining applications for continued support under the Legacy Agreement</b>			
QRep Catalogs for WF,GM,PI,FM	QRep		\$ 322.40
Retrofit Modification Option	RETRMOD		\$ -
QRep Catalog for PC	QRep		\$ 322.40
QRep - Software Cube License WF	3P-Cognos		\$ 176.80
NAVI - WorkOrders/Fac Mgmt.	UT-WO		\$ 7,467.20
NAVI-Fleet Management	Jacada		\$ 6,021.60
Procurement Card	FIN-BidsPI		\$ 2,152.80

Notwithstanding anything to the contrary, Customer shall continue to be responsible for payment of charges associated with third party products below until receipt of effective written notice of termination at least ninety (90) days in advance of the commencement of the renewal term.

<b>Third Party Products</b>			
QRep End User - 7	3P-Cognos		\$ 2,184.00
QRep Administrator	3P-Cognos		\$ 312.00
QRep Analytics Base Component License	3P-Cognos		\$ 153.71

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, SunGard Public Sector will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

(b) The following Services have been added to the Software License and Services Agreement:

**SERVICES<sup>1, 2</sup>:**

<i>ONESolution Products &amp; Added Services</i>	<i>Product Code(s)</i>	<i>Project Management</i>	<i>Install/Tech Support</i>	<i>Configuration Mapping</i>	<i>Conversion</i>	<i>Workflow Development</i>	<i>Training</i>
<b>Common, Suite</b>							
ONESolution Cash Receipts	OS-CRCPT	\$ 2,080.00					\$ 1,040.00
ONESolution Land Management	OS-LAND	3,120.00	\$ 4,160.00	\$ 1,040.00	\$ 18,080.00		1,040.00
<b>Community Development, Suite</b>							
ONESolution Permits	OS-BPMT	2,600.00	520.00	3,120.00	2,080.00	\$ 5,720.00	\$ 6,240.00
ONESolution Code Compliance	OS-CCMP	5,120.00	700.00	3,840.00	4,000.00		3,840.00
<b>GovNOW, Suite</b>							
ONESolution GovNow CC	OS-K0	640.00					640.00
ONESolution GovNow Core	OS-K1	1,280.00	2,800.00	640.00			640.00
ONESolution GovNow M.A.F.	OS-KX						
ONESolution GovNow BP	OS-K3	640.00	1,400.00	640.00			640.00
SunGard Transaction Manager	OS-KT	640.00	1,400.00				
<b>ADDITIONAL SERVICES</b>							
Administration - End User Training (on site)							29,440.00
<b>TOTAL SERVICES FEE</b>		<b>\$ 16,120.00</b>	<b>\$ 10,980.00</b>	<b>\$ 9,280.00</b>	<b>\$ 24,160.00</b>	<b>\$ 5,720.00</b>	<b>\$ 43,520.00</b>

**Notes to Services Table:**

<sup>1</sup>Notwithstanding anything to the contrary, pricing is a good faith estimate based on the information available to SunGard Public Sector at the time of execution of this Agreement. The total amount that Customer will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to SunGard Public Sector's then-current list price rates for the services at issue. All services beyond the amounts estimated in the Services table will be subject to approval in advance by the Customer.

<sup>2</sup> Travel and living expenses are additional and will be billed monthly as SunGard Public Sector renders the services.

<sup>3</sup> Special Terms Relating to SunGard Transaction Manager: In addition to any SunGard Transaction Manager configuration and / or setup fee(s) listed above, Customer will be responsible for payment of a monthly usage fee on a monthly basis relating to the SunGard Transaction Manager. Upon the conclusion of each month following installation of the SunGard Transaction Manager (KT), SunGard Public Sector will invoice Customer a monthly usage fee equal to the following:

- i. Eight point five cents (\$0.085) for each transaction processed by the SunGard Transaction Manager during the prior month;
- or
- ii. Five point five cents (\$0.055) for each transaction processed by the SunGard Transaction Manager during the prior month provided that Customer utilizes a SunGard Public Sector approved payment partner for that transaction's related merchant services;
- or
- iii. One hundred Fifty dollars (\$150.00) if the applicable transaction-based monthly usage fee is not greater than One hundred Fifty dollars (\$150.00).

Notwithstanding, there is a monthly maximum or "cap" of one thousand, five hundred dollars (\$1,500.00) for monthly usage fees related to SunGard Public Sector originated transactions. Third-party originated transactions are excluded from this maximum.

The per transaction rates that are used to calculate each monthly usage fee as well as the minimum and maximum monthly usage fees as described above are subject to change on an annual basis. Transaction rates will be indicated in SunGard Public Sector's monthly invoices being sent to Customer and the new transaction rates will be effective upon Customer's next annual Maintenance renewal date, per the Software Maintenance Agreement. Other changes to these special terms relating to SunGard Transaction Manager may occur at any time as may be required and such changes will be effective upon SunGard Public Sector's written notice to all Customers who utilize SunGard Transaction Manager services.

For the purpose of the SunGard Transaction Manager, the term "transaction" means a transaction that is submitted to the SunGard Transaction Manager whether such transaction might be a credit card, signature debit card, online electronic check transaction, or otherwise. Upon ninety (90) days prior written notice to SunGard Public Sector, Customer may terminate the SunGard Transaction

Manager subscription effective upon the last day of the month in which the notice period concludes. The SunGard Transaction Manager is the only solution for real-time, online transaction processing within the SunGard Public Sector suite of internet and core products.

The SunGard Transaction Manager solution is available 24 hours / 7 days per week except when the service is off-line for support and maintenance. Maintenance is scheduled to be performed each Sunday starting at 12:00AM to be completed as soon as possible but no later than 5:00AM.

Upon installation of the SunGard Transaction Manager, Customer's license to use OnePoint Payment Engine – KL (if applicable) shall terminate.

**Rights of Cancellation - Subscription / Transaction Based Services:** For any breach of Customer's obligation to remit payment(s) hereunder, SunGard Public Sector reserves the right to cancel any subscription / transaction based service(s) if the breach of payment is more than sixty (60) days in arrears. Customer may cancel any subscription / transaction based service(s) for convenience by providing ninety (90) days prior written notice to SunGard Public Sector of its intent and such cancellation will be effective upon completion of the ninety (90) day notice period. All subscription/transaction fees prior to the effective date of any cancellation will be due and payable in full. Thereafter, if Customer desires to reinstate any subscription / transaction based service(s) which are cancelled hereunder, Customer will be responsible for payment of SunGard Public Sector's then-current reconnect fee plus any subscription / transaction based service fees that would have been payable for the period subsequent to the cancellation of such services if the cancellation had never occurred.

(b) The following Pay Agency Products have been added to the Software License and Services Agreement:

#### **PAY AGENCY PRODUCTS**

<b>Part #</b>	<b>Pay Agency Products</b>	<b>Software</b>	<b>Services</b>	<b>Initial Annual Maintenance</b>	<b>Annual Subscription Fee*</b>
ONESolution GovNow M.A.F.	OS-KX				\$ 1,170.00
<b>Component Software, &amp; Other Products</b>					
Public Administration Core	OS-PACORE				1,200.00
Cognos BI:BI Professional	OS-Q8-P	\$ 2,450.00		\$ 490.00	
Cognos BI: Adv Business Author Bundle	OS-Q8-AB5	10,420.00		2,460.00	
COGNOS Training			9,725.00		
<b>Pay Agency Products Totals</b>		<b>\$ 12,870.00</b>	<b>\$ 9,725.00</b>	<b>\$ 2,950.00</b>	<b>\$ 2,370.00</b>

\*Annual Subscription Fee: The initial annual subscription term for the subscription product(s) listed above shall commence on the Execution Date of this Agreement and extend for a period of one (1) year. Thereafter, the subscription terms shall automatically renew for successive one (1) year terms, unless either party gives the other part written notice of non-renewal at least sixty (60) days prior to expiration of the then-current term. The then-current fee will be specified by SunGard Public Sector in an annual invoice to Customer thirty (30) days prior to the expiration of then-current annual period.

#### **3. Payment Terms:**

##### **SUMMARY OF COSTS**

	<b>Price</b>
Component Systems	\$ 36,428.00
Component Systems Annual Support (due on the Execution Date)	14,980.00
Services	109,780.00
Pay Agency Software and Services	22,595.00
Pay Agency Initial Annual Maintenance	2,950.00
Pay Agency Annual Subscription Fee	2,370.00
<b>Total</b>	<b>\$ 189,103.00</b>

\* Services Costs and Total Contract Value indicated above are exclusive of monthly fees relating to SunGard Transaction Manager Service.

**APPLICABLE TAXES ARE NOT INCLUDED IN SCHEDULES, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

***THE AMOUNTS NOTED ABOVE SHALL BE PAYABLE AS FOLLOWS:***

**The amounts noted above shall be payable as follows:**

License Fee: 100% on the Delivery Date (as that term is defined in the Software License and Services Agreement).

Component System Annual Support: Improvement fees will be invoiced as provided above.

Install/Tech Support: On invoice, monthly as incurred.

Project Management: On invoice, monthly as incurred.

Training Fees: On invoice, monthly as incurred.

Professional Services Fees (includes Configuration Mapping and Workflow Development,): On invoice, monthly as incurred.

Conversion Fees: On invoice, monthly as incurred.

Initial Annual Subscription Fees: 100% on the Delivery Date.

Pay Agency Products Software Fee: 100% on receipt of the Pay Agency Product.

Pay Agency Products Services Fee: On invoice, monthly as incurred.

Pay Agency Products Initial Annual Maintenance: 100% upon the Delivery Date. Annual Maintenance Fees for subsequent terms are subject to change and will be invoiced by and paid directly to SunGard Public Sector.

4. Integration Provision. Except as expressly modified by this Amendment, the Agreement shall remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties.

The terms and conditions contained in this Amendment, including prices, will be honored as set forth herein, provided the Amendment is fully executed and delivered by December 1, 2012.

**SunGard Public Sector Inc.**

**Collin County, Texas**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

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